

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

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July 15, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
1925 K Street NW
Washington, D.C. 20423

RECORDATION NO. 19833-T FILED

JUL 17 '07 -3 18 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two original copies of **Lease Supplement No. 8** (Solvay Minerals Equipment Trust 1995) dated July 1, 2007, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to the Solvay Minerals Equipment Trust 1995 documents which were previously filed with the Board under Recordation Number 19833.

The names and addresses of the parties to the enclosed document are:

Lessor: Wilmington Trust Company
Rodney Square North
1100 N. Market Street
Wilmington, Delaware 19890-0001
Attention: Corporate Trust Administration

Lessee: Solvay Chemicals, Inc.
(formerly known as Solvay Minerals, Inc.)
3333 Richmond Avenue
Houston, TX 77098

A description of the railroad equipment covered by the enclosed document is:

Four hundred ninety (490) Center Flow® covered hopper rail cars of 4,650 cubic foot capacity bearing SMNX reporting marks and road numbers 556 to 576, 578 to 618, 620 to 644, 646 to 736, 738 to 804, 806 to 812, 814 to 863, 865 to 1006, 1008 to 1011, 1013 to 1041, and 1043 to 1055, together with all parts, appurtenances and other equipment and property attached thereto.

45938383.1/10019596 (SMNX 619)

Mr. Vernon A. Williams
July 15, 2007
Page 2

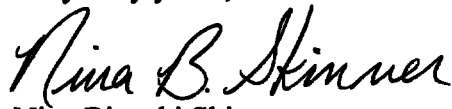
A short summary of the document to appear in the index follows:

This document removes rail car SMNX 619 from the Equipment Lease Agreement (Solvay Minerals Equipment Trust 1995) dated as of September 1, 1995, as amended, due to the destruction of such railcars in a casualty event.

Also enclosed is a check in the amount of \$33.00 payable to the order of the U.S. Surface Transportation Board covering the required recordation fee.

Kindly return a stamped copy of the enclosed document to the undersigned at the address above.

Very truly yours,


Nina Bianchi Skinner

NBS/vm
Enclosures

RECORDATION NO. 19833-T FILED

JUL 17 '07 - 3 18 PM

SURFACE TRANSPORTATION BOARD

LEASE SUPPLEMENT NO. 8

(Solvay Minerals Equipment Trust 1995)

Dated July 1, 2007

Between

WILMINGTON TRUST COMPANY,

not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the Trust Agreement
dated as of September 1, 1995, between the Owner Participant and
Wilmington Trust Company in its individual capacity

Lessor,

and

SOLVAY CHEMICALS, INC.,

(formerly known as Solvay Minerals, Inc.)

Lessee

SMNX 619

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. SECTION 11301 ON _____, 2007, AT _____ .M.
RECORDATION NUMBER 19833-__ AND DEPOSITED WITH THE OFFICE OF THE
REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA
TRANSPORTATION ACT ON _____, 2007, AT _____ .M.

LEASE SUPPLEMENT NO. 8
(Solvay Minerals Equipment Trust 1995)

THIS LEASE SUPPLEMENT NO. 8 (this "Lease Supplement"), dated July 1, 2007, is entered into between WILMINGTON TRUST COMPANY, a Delaware banking corporation ("Lessor"), not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement dated as of September 1, 1995, between Owner Participant and Wilmington Trust Company in its individual capacity, and SOLVAY CHEMICALS, INC. (formerly known as Solvay Minerals, Inc.), a Delaware corporation ("Lessee").

A. Lessor and Lessee have heretofore entered into the Equipment Lease Agreement dated as of September 1, 1995 (the "Lease") to which this Lease Supplement is a supplement.

B. The Lease permits for the execution and delivery of a lease supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of September 1, 1995, among General Electric Capital Corporation, Wilmington Trust Company, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, Lessee, and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. On January 19, 2007, an Event of Loss occurred with respect to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, on the date hereof and pursuant to Section 28(a)(i) of the Lease, Lessee has paid to Lessor (i) an amount of \$52,342.02 as the Stipulated Loss Value of the Lost Equipment and (ii) an amount of \$500,456.65 as the aggregate Rent due pursuant to the Lease, and has otherwise fulfilled its SLV Obligations (as defined in the Lease) with respect thereto.

3. Lessor and Lessee agree that:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold, and transferred, as of the date hereof, to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);
- (ii) the Lost Equipment is released and discharged, as of the date hereof, from the provisions of the Lease;

- (iii) effective as of the date hereof, Lessee has no further obligation to pay any Rent with respect to the Lost Equipment;
- (iv) Schedule II-A hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Phase I Equipment; and
- (v) Schedule II-B hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Phase II Equipment.

4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

7. Lessee shall pay all costs and expenses (including reasonable legal fees and expenses) incurred by each of Lessor and Owner Participant in connection with the preparation, negotiation, execution and delivery of this Lease Supplement.

[the remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
trustee under the Trust Agreement dated as of
September 1, 1995, between the Owner Participant
and Wilmington Trust Company in its individual
capacity

By: 
Name: **Tira L. Johnson**
Title: **Financial Services Officer**

SOLVAY CHEMICALS, INC.

By: 
Name: **STEPHEN KOVAR**
Title: **V. P. FINANCE**

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF DELAWARE

§
§
§

COUNTY OF NEWCASTLE

On this 19 day of June, 2007, before me personally appeared Tira Johnson, to me known, who, being by me duly sworn, did depose and say that he/she is the officer of WILMINGTON TRUST COMPANY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires March 28, 2011

Jacqueline Solone
Notary Public in and for
the State of Delaware

My Commission Expires:

REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF DELAWARE

§
§
§

COUNTY OF NEWCASTLE

On this 19 day of June, 2007, before me personally appeared Tira Johnson, to me personally known, being by me duly sworn, says that he/she is the officer of WILMINGTON TRUST COMPANY (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the Board of Directors of the Corporation on _____, 2007, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.

JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires March 28, 2011

Jacqueline Solone
Notary Public in and for
the State of Delaware

My Commission Expires:

11/11/11

11/11/11

11/11/11

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 9, 2007, by Stephen Kovan, the Vice President, Finance of SOLVAY CHEMICALS, INC., a Delaware corporation.

Sandra H. Andres
Notary Public in and for
the State of Texas

My Commission Expires: 6/17/11



REGISTRAR GENERAL ACKNOWLEDGMENT

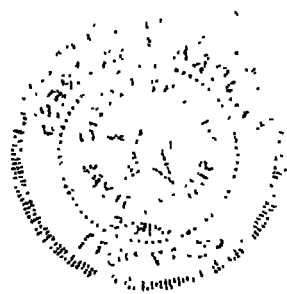
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 9th day of July, 2007, before me personally appeared Stephen Kovan, to me personally known, being by me duly sworn, says that he/she is the Vice President, Finance of SOLVAY CHEMICALS, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the Board of Directors of the Corporation on July 9, 2007, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.

Sandra H. Andres
Notary Public in and for
the State of Texas

My Commission Expires: 6/17/11





SCHEDULE I
to
LEASE SUPPLEMENT NO. 8
(Solvay Minerals Equipment Trust 1995)

Description of the Lost Equipment:

One Center Flow® covered hopper railcar of 4,650 cubic foot capacity, initialed SMNX and numbered 619, together with all parts, appurtenances, and other equipment or property attached to said unit of railroad equipment.

SCHEDULE II-A TO LEASE SUPPLEMENT NO. 8
(Solvay Minerals Equipment Trust 1995)

\$23,379,177.00 :Adjusted Equip. Cost (for remaining 393 railcars)
400 :Original Car Count
393 :Revised Car Count
(less SMNX 577, 619, 645, 737, 805, 813, 864)

Rental Date	No.	Total Rent %	Advance Rent %	Arrears Rent %	Total Rent \$
Jan 1 2008	25	6.51168983	6.51168983	0.00000000	\$1,522,379.49
Jul 1 2008	26	1.49095811	0.00000000	1.49095811	\$348,573.74
Jan 1 2009	27	6.69362845	6.69362845	0.00000000	\$1,564,915.24
Jul 1 2009	28	1.29533771	0.00000000	1.29533771	\$302,839.30
Jan 1 2010	29	6.88924886	6.88924886	0.00000000	\$1,610,649.68
Jul 1 2010	30	1.08500665	0.00000000	1.08500665	\$253,665.63
Jan 1 2011	31	7.09957992	7.09957992	0.00000000	\$1,659,823.36
Jul 1 2011	32	0.85885869	0.00000000	0.85885869	\$200,794.09
Jan 1 2012	33	7.32572787	7.32572787	0.00000000	\$1,712,694.89
Jul 1 2012	34	0.81796892	0.00000000	0.81796892	\$191,234.40
Jan 1 2013	35	7.36661765	7.36661765	0.00000000	\$1,722,254.58
Jul 1 2013	36	7.36661765	0.00000000	7.36661765	\$1,722,254.58
Jan 1 2014	37	0.81796892	0.81796892	0.00000000	\$191,234.40
Jul 1 2014	38	0.81796892	0.00000000	0.81796892	\$191,234.40
Jan 1 2015	39	7.36661765	7.36661765	0.00000000	\$1,722,254.58
Jul 1 2015	40	5.22927309	0.00000000	5.22927309	\$1,222,561.01
Jan 1 2016	41	2.95531347	2.95531347	0.00000000	\$690,927.97
Jul 1 2016	42	8.18046728	0.00000000	8.18046728	\$1,912,525.92
Jan 1 2017	43	0.00411929	0.00411929	0.00000000	\$963.06
Jul 1 2017	44	0.11367481	0.00000000	0.11367481	\$26,576.24

**SCHEDULE II-B TO LEASE SUPPLEMENT NO. 8
(Solvay Minerals Equipment Trust 1995)**

\$6,022,827.00 :Adjusted Equip. Cost (for 97 Remaining Cars)
100 :Original Car Count
97 :Revised Car Count (less SMNX 1007, 1012 and 1042)

Rental Date	No.	Total Rent %	Advance Rent %	Arrears Rent %	Total Rent \$
Jan 1 2008	24	6.62048898	6.62048898	0.00000000	\$398,740.60
Jul 1 2008	25	1.69030580	1.69030580	0.00000000	\$101,804.19
Jan 1 2009	26	6.74324121	6.74324121	0.00000000	\$406,133.75
Jul 1 2009	27	1.56755337	0.00000000	1.56755337	\$94,411.03
Jan 1 2010	28	6.94545013	6.94545013	0.00000000	\$418,312.45
Jul 1 2010	29	1.36534445	0.00000000	1.36534445	\$82,232.33
Jan 1 2011	30	7.16345925	7.16345925	0.00000000	\$431,442.76
Jul 1 2011	31	1.14733533	0.00000000	1.14733533	\$69,102.02
Jan 1 2012	32	7.39850316	7.39850316	0.00000000	\$445,599.05
Jul 1 2012	33	0.91229142	0.00000000	0.91229142	\$54,945.73
Jan 1 2013	34	7.65191293	7.65191293	0.00000000	\$460,861.48
Jul 1 2013	35	0.65888165	0.00000000	0.65888165	\$39,683.30
Jan 1 2014	36	7.65191293	7.65191293	0.00000000	\$460,861.48
Jul 1 2014	37	0.65888165	0.65888165	0.00000000	\$39,683.30
Jan 1 2015	38	7.66696367	7.66696367	0.00000000	\$461,767.96
Jul 1 2015	39	0.64383091	0.64383091	0.00000000	\$38,776.82
Jan 1 2016	40	7.94135040	7.94135040	0.00000000	\$478,293.80
Jul 1 2016	41	0.36944418	0.00000000	0.36944418	\$22,250.98
Jan 1 2017	42	8.23717716	8.23717716	0.00000000	\$496,110.93
Jul 1 2017	43	0.07361742	0.00000000	0.07361742	\$4,433.85
Jan 1 2018	44	2.03152756	0.00000000	2.03152756	\$122,355.39